





# City of Loma Linda Official Report

Karen Gaio Hansberger, Mayor  
Floyd Petersen, Mayor pro tempore  
Robert Christman, Councilmember  
Stan Brauer, Councilmember  
Robert Ziprick, Councilmember

## COUNCIL AGENDA:

TO: City Council

VIA: Dennis R. Hallowsay, City Manager 

FROM: Deborah Woldruff, AICP, Community Development Director 

SUBJECT: Amendment to Agreement Between WILLDAN and City for Building Services

## RECOMMENDATION

The recommendation is that the City Council approves the amendment to the Agreement for Professional Services between the City and WILLDAN.

## BACKGROUND

City staff met with Mr. Ron Espalin on June 29, 2004 to discuss amending the City's Agreement with WILLDAN. Due to the building boom that the City is currently experiencing, staff felt that the Agreement should be modified to increase the City's share of the Building Plan Check and Permit fees from 25 percent to 35 percent. WILLDAN agreed to the proposed amendment, which would reduce their compensation from 75 percent to 65 percent.

## ANALYSIS

The City first entered into an Agreement for Professional Services with WILLDAN in 1980 and over the years, there have been several amendments to the Agreement that provided for additional services. However, WILLDAN has always been compensated with 75 percent of the Building Plan Check and Permit fees for the Building Official services. In the last several years, the City has been financially challenged as a result of cuts to the State budget, and the loss of some key commercial uses in the City. The current building boom has increased Building Plan Check and Permit fees to an unprecedented level that should provide more benefit to the City in terms of increased revenues. For this reason, staff is proposing that the Agreement be amended to increase the City's share of the fees to 35 percent. It should be noted that WILLDAN would not be negatively impacted by the proposed change due to the sheer volume of building activity in the City. The amended Agreement has a term of 24 months and the issue can be revisited at that time if building activity slows.

## **ENVIRONMENTAL**

The amendment to the City's Agreement with WILLDAN to perform Building Official services and related administrative duties (i.e., plan check review, issuance of Building Permits, building inspections) is not subject to the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Section 15061(b)(3), which states the following:

“... CEQA applies only to projects [that] have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

In general, the performance of Building Official services involves the review of building plans, issuance of Building Permits, and inspections of construction for projects that either have already undergone environmental review or are exempt from CEQA. Finally, the performance of such services and duties will not have a direct effect on the environment.

## **FINANCIAL IMPACT**

The financial impact of the amendment to the Agreement with WILLDAN will increase the City's share of Building Plan Check and Permit fees from 25 percent to 35 percent.

## **ATTACHMENT**

1. Agreement for Professional Services
  - Exhibits: A. Services
  - B. Payment

**CITY OF LOMA LINDA**

**AGREEMENT FOR ENGINEER SERVICES**

THIS AGREEMENT is made and effective as of \_\_\_\_\_, 2004, between the City of Loma Linda, a municipal corporation ("City") and WILLDAN, A California Corporation ("Engineer").

**RECITALS**

WHEREAS, City requires building official, and special city surveyor services; and

WHEREAS, City desires to contract for such services with a private consultant; and

WHEREAS, Engineer is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS, City wishes to retain Engineer to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties agree as follows:

City, pursuant to the authority set forth at California Government Code Section 36505, does hereby appoint Engineer, in a contractual capacity, to perform the following services in accordance with the terms and conditions hereinafter set forth; with the authorities, responsibilities, and consideration ordinarily granted to an officer of the City.

1. **TERM**

This Agreement shall commence on June 1, 2004 and shall remain and continue in effect for a period of 24 months unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Engineer shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Engineer shall complete the tasks in a timely fashion in accordance with applicable City standards.

3. **PERFORMANCE**

Engineer shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Engineer shall employ, at a minimum,

generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Engineer hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Engineer, but not including the authority to enlarge the tasks to be performed or change the compensation due to Engineer. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Engineer's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Engineer monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks.

(b) Engineer shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Engineer shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Engineer at the time City's written authorization is given to Engineer for the performance of said services.

(c) Engineer will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Engineer's fees, it shall give written notice to Engineer within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Engineer at least ten (10) days prior written notice. Upon receipt of said notice, the Engineer shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Engineer on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Engineer will submit an invoice to the City pursuant to Section 3.

#### 7. DEFAULT OF ENGINEER

(a) The Engineer's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Engineer is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Engineer for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Engineer. If such failure by the Engineer to make progress in the performance of work hereunder arises out of causes beyond the Engineer's control, and without fault or negligence of the Engineer, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Engineer is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Engineer a written notice of the default. The Engineer shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Engineer fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

#### 8. OWNERSHIP OF DOCUMENTS

(a) Engineer shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Engineer shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Engineer shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Engineer. With respect to computer files,

Engineer shall make available to the City, at the Engineer's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Engineer's services, to the fullest extent permitted by law, Engineer shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Engineer, its officers, agents, employees or subcontractors (or any entity or individual that Engineer shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Engineer shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Engineer or by any individual or entity for which Engineer is legally liable, including but not limited to officers, agents, employees or subcontractors of Engineer. Said indemnification shall include any claim that Engineer, or Engineer's employees or agents, are considered to be employees of the City or are entitled to any wages or employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Engineer agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or other person or entity involved by, for, with, or on behalf of Engineer in the performance of this Agreement. In the event Engineer fails to obtain such indemnity obligations from others as required here, Engineer agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Engineer and shall survive the termination of this Agreement or this section.

## 10. INSURANCE

Engineer shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Engineer allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Engineer shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, Engineer shall furnish to City a Certificate of Insurance as proof that it has taken out full Workers' Compensation Insurance for all persons whom it may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Engineer shall, prior to commencing work, sign and file with City a certification as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

b. Public Liability and Property Damage: Throughout the term of this Agreement, at Engineer's sole cost and expense, Engineer shall keep, or cause to be kept, in full force and effect, for the mutual benefit of City and Engineer, comprehensive, broad form, general public liability and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from Engineer's activities, providing protection of at least One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person or for any one accident or occurrence, and at least One Million Dollars (\$1,000,000.00) for property damage.

c. Automobile: Engineer shall take out and maintain at all times during the term of this Agreement, a policy or policies of Automobile bodily injury and property damage liability insurance, the limits of which shall not be less than one million dollars (\$1,000,000) combined single limit per occurrence. Such insurance shall extend to owned, non-owned and hired automobiles used by Engineer's employees, agents or assigns in the performance of this contract.

d. Errors and Omissions: Engineer shall take out and maintain at all times during the term of this Agreement, a policy or policies of insurance concerning errors and omissions ("malpractice") providing protection of at least Five Hundred Thousand Dollars (\$1,000,000.00) for errors and omissions ("malpractice") with respect to loss arising from actions of Engineer performing services hereunder on behalf of City.

e. General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California and policies required under Paragraph 10b shall name, as additional insureds, City, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled except after thirty (30) days' written notice by the insurer to City by first class mail, ten (10) days' notice if cancellation is due to nonpayment of premium. Engineer shall furnish City with copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance. Engineer may effect for its own account insurance not required under this Agreement.

#### 11. INDEPENDENT CONTRACTOR

(a) Engineer is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Engineer shall at all times be under Engineer's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Engineer or any of Engineer's officers, employees, or agents, except as set forth in this Agreement. Engineer shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Engineer shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Engineer in connection with the performance of this Agreement. Except for the fees paid to Engineer as provided in the Agreement City shall not pay salaries, wages, or other compensation to Engineer for performing services hereunder for City. City shall not be liable for compensation or indemnification to Engineer for injury or sickness arising out of performing services hereunder.

#### 12. LEGAL RESPONSIBILITIES

The Engineer shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Engineer shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Engineer to comply with this Section.

#### 13. UNDUE INFLUENCE

Engineer declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Loma Linda in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential



financial arrangement, or financial inducement. No officer or employee of the City of Loma Linda will receive compensation, directly or indirectly, from Engineer, or from any officer, employee or agent of Engineer, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Engineer in performance of this Agreement shall be considered confidential and shall not be released by Engineer without City's prior written authorization. Engineer, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Engineer gives City notice of such court order or subpoena.

(b) Engineer shall promptly notify City should Engineer, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Engineer and/or be present at any deposition, hearing, or similar proceeding. Engineer agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Engineer. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Engineer covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Engineer further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subcontractor. Engineer further covenants that Engineer has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in

the City or the study area and further covenants and agrees that Engineer and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

## 16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Loma Linda  
25541 Barton Road  
Loma Linda, CA 92354

Attention: City Clerk

To Engineer: WILLDAN  
650 Hospitality Lane, Suite 400  
San Bernardino, CA 92408

## 17. ASSIGNMENT

The Engineer shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only the following shall perform the services described in this Agreement:

The individual directly responsible for the performance of the duties of and appointed the Special City Surveyor as hereinabove set forth shall be Richard L. Kopecky, a Registered Civil Engineer, License No.16742.

The individual directly responsible for the performance of the duties of and appointed the City Building Official as hereinabove set forth shall be Ronald L. Espalin a registered Civil Engineer, License No. 26187.

The named Engineers may use assistants, under their direct supervision, to perform some of the services under this Agreement. Engineer shall provide City fourteen (14) days' notice prior to the departure of Richard L. Kopecky or Ronald L. Espalin from Engineer's employ. Should a named Engineer leave Engineer's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Engineer's sole compensation shall be payment for actual

services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Engineer.

18. LICENSES

At all times during the term of this Agreement, Engineer shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Loma Linda business license.

19. GOVERNING LAW

The City and Engineer understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior court with jurisdiction over the City of Loma Linda.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONFIDENTIALITY

Information and materials obtained by the Engineer from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Engineer for any purpose other than the performance of this Agreement.

22. DISCRIMINATION

The Engineer agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Engineer agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Engineer warrants and represents that he/she has the authority to execute this Agreement on behalf of the Engineer and has the authority to bind Engineer to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LOMA LINDA

WILLDAN

By: \_\_\_\_\_  
[City Manager or Mayor]

By: \_\_\_\_\_  
(signature)

Attest:

\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
(title)

Approved as to Form:

\_\_\_\_\_  
City Attorney

## Exhibit "A"

### I BUILDING OFFICIAL SERVICES

#### A. General

CITY does hereby appoint ENGINEER the City Building Official to enforce the provisions of the CITY's building laws and codes and make such observations as may be required to effect such enforcement and issue permits as are required by the CITY's ordinances and codes. Such enforcement shall include the duties set forth in the ordinance of the CITY for the Building Official and, in the performance of such work, the officials and building inspectors of ENGINEER shall have the powers, duties and discretion of Building Inspector of the CITY. Under California Building Code (CBC) section 104.2 Powers and Duties of Building Official, the Building Official is directed to perform certain tasks as described in the CBC. When acting in accordance with section 104.2, the Building Official is afforded certain protection from liability. As City's authorized representative, Engineer shall be deemed to have the same right to protection from liability to the maximum extent allowed by law. This section is not intended and shall not operate to in any way increase City's liability or decrease its lawful immunity from liability.

#### B. Administrative Duties:

##### 1. Plan Checking

ENGINEER shall review the plans prepared by or on behalf of the applicant for compliance with the Building ordinances of CITY and State handicapped and energy regulations. ENGINEER shall maintain close liaison with other CITY departments in order that the requirements of those departments can be incorporated within such building plans. ENGINEER shall arrange reviews by other appropriate agencies having jurisdiction in such matters relative to the enforcement of the Fire Codes, Sanitation Codes and Health Codes. When satisfied that all building-related conditions of approval and the appropriate requirements of CITY's building codes have been met, and upon approval as necessary of other CITY Departments, ENGINEER shall issue permits as appropriately set forth in such codes.

##### 2. Building Inspection

ENGINEER shall provide building periodic observation services during the course of construction to enforce compliance with the conditions of approval, provisions of the CITY's ordinances and the Code requirements set forth on the plans for which the permit was issued. In the performance of such duties ENGINEER shall observe each project at the completion of

the various stages of construction for compliance with the appropriate City code and State handicapped and energy regulations.

C. Additional Building and Safety Services

1. Building Rehabilitation Inspection

As requested, ENGINEER shall enforce the provisions of the CITY's building laws pertaining to substandard buildings and properties and make such observations and issue such permits as are appropriate. Under the direction of the CITY, ENGINEER shall enforce the Building Rehabilitation portions of the CITY code for the purpose of rehabilitating substandard properties and bringing about the demolition or removal of those structures which are unsightly, substandard or unsafe and beyond repair.

2. ENGINEER shall provide post disaster safety assessment inspection services for the City on as "as needed basis" consistent with the City Emergency Operations Plan.

**II SPECIAL CITY SURVEYOR SERVICES and ENGINEERING SUPPORT SERVICES**

A. General

CITY does hereby appoint ENGINEER to function as Projects Engineer and Special City Surveyor for those duties set forth herein.

B. Development Review

As requested, perform the following services:

1. Review tentative maps and other submittals for land divisions for proposed developments and make recommendations as to Engineering matters.
2. Check improvement plans for facilities under the jurisdiction of CITY.
3. Establish performance, labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of such development review.
4. Upon request, provide field observation as a City Official during the construction of such improvements by private developers and at the proper time, recommend notices of completion and, acceptance of the work.

C. Public Works Permits and Inspection

As requested, perform the following services:

1. Provide construction observation of permit work within City streets and rights-of-way.

### **III OTHER MISCELLANEOUS SERVICES**

CITY may from time-to-time have the need for other services not specifically listed in this agreement for which ENGINEER has the necessary experience and capabilities to provide. CITY, or the Redevelopment Agency may authorize ENGINEER to perform such selected services on an as-needed basis.

### **IV COLLECTION OF FEES**

All fees to be collected from any applicant in connection with the carrying out of the functions as set forth in this Agreement, if collected by ENGINEER, shall be collected in the name of the CITY. ENGINEER shall employ record keeping measures acceptable to the CITY. If fees are collected by the CITY, ENGINEER shall review the appropriate ordinances and fee schedules in effect by the CITY and shall provide to the persons designated by the CITY for collection of fees, the amount of such fees to be collected.

### **V FACILITIES AND RECORDS**

CITY shall provide reasonable and appropriate offices for conducting the duties set forth in this Agreement. ENGINEER shall assemble and maintain in these offices such records as are customarily maintained by a City in carrying out the duties covered herein. Such records are and at all times shall be the property of the CITY.

**WILLDAN**  
**Schedule of Hourly Rates**  
 July 1, 2003

**ENGINEERING**

Principal Engineer .....	\$160.00
Division Manager .....	150.00
City Engineer .....	150.00
Project Manager .....	150.00
Supervising Engineer .....	135.00
Senior Engineer .....	120.00
Senior Design Manager .....	120.00
Design Manager .....	110.00
Associate Engineer .....	110.00
Senior Designer .....	105.00
Senior Design Engineer II .....	105.00
Senior Design Engineer I .....	100.00
Designer II .....	100.00
Designer I .....	95.00
Design Engineer II .....	95.00
Design Engineer I .....	90.00
Senior Drafter .....	90.00
Drafter II .....	80.00
Drafter I .....	75.00
Technical Aide .....	65.00

**CONSTRUCTION MANAGEMENT**

Division Manager .....	150.00
Project Manager .....	150.00
Senior Construction Manager .....	130.00
Construction Manager .....	120.00
Assistant Construction Manager .....	100.00
Utility Coordinator .....	105.00
Supervising Public Works Observer .....	105.00
Senior Public Works Observer .....	90.00
Public Works Observer .....	**80.00 / 90.00
Assistant Public Works Observer .....	**70.00 / 90.00
Labor Compliance Manager .....	105.00
Labor Compliance Specialist .....	80.00

**SURVEYING**

Division Manager .....	150.00
Supervisor - Survey & Mapping .....	135.00
Senior Survey Analyst .....	105.00
Senior Calculator .....	105.00
Calculator II .....	90.00
Calculator I .....	80.00
Survey Analyst II .....	90.00
Survey Analyst I .....	80.00
Survey Party Chief .....	100.00
Two-Man Field Party .....	200.00
Three-Man Field Party .....	250.00

**LANDSCAPE ARCHITECTURE**

Division Manager .....	150.00
Principal Landscape Architect .....	120.00
Senior Landscape Architect .....	100.00
Associate Landscape Architect .....	95.00
Assistant Landscape Architect .....	80.00

**BUILDING AND SAFETY**

Division Manager .....	150.00
Supervising Plan Check Engineer .....	120.00
Building Official .....	120.00
Plan Check Engineer .....	110.00
Deputy Building Official .....	110.00
Inspector of Record .....	110.00
Senior Plans Examiner .....	100.00
Supervising Building Inspector .....	100.00
Plans Examiner .....	90.00
Senior Building Inspector .....	90.00
Building Inspector .....	**80.00 / 90.00
Supervising Construction Permit Specialist .....	80.00
Senior Construction Permit Specialist .....	75.00
Assistant Building Inspector .....	**70.00 / 90.00
Code Enforcement Officer .....	65.00
Construction Permit Specialist .....	60.00
Assistant Construction Permit Specialist .....	55.00
Plans Examiner Aide .....	55.00
Assistant Code Enforcement Officer .....	55.00

**PLANNING**

Division Manager .....	150.00
Principal Planner .....	120.00
Principal Community Development Planner .....	120.00
Senior Planner .....	110.00
Senior Community Development Planner .....	110.00
Associate Planner .....	95.00
Associate Community Development Planner .....	95.00
Assistant Community Development Planner .....	85.00
Assistant Planner .....	85.00
Planning Technician .....	65.00
Community Development Technician .....	65.00

**ADMINISTRATIVE**

Computer Data Entry .....	50.00
Clerical .....	50.00
Word Processing .....	50.00
Personal Computer Time .....	15.00

\*\*Prevailing Wage Project, Use \$90.00/Hour

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination.



## Exhibit "B"

### **COMPENSATION TO ENGINEER**

The compensation hereinafter presented is predicated upon the assumption that the CITY will maintain an adequate and current fee structure. The compensation to ENGINEER for the services rendered as described in Exhibit "A" shall be as follows:

- A. For the BUILDING OFFICIAL SERVICES specified in Section IA and Section IB, compensation to the ENGINEER shall be 65 percent of the then current fees of the City.
- B. For services provided in Section IC, Additional Building and Safety Services, compensation to the ENGINEER shall be based on the then current hourly rates as are set forth in the attached Fee Schedule, or as it may be adjusted annually.
- C. For services to be provided under Section II, Engineering Support Services and Special City Surveyor and Section III, Other Miscellaneous Services, compensation to the ENGINEER shall be based on the then current hourly rates as are set forth in the attached Fee Schedule, or as it may be adjusted annually.